

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

STATE FARM FIRE AND CASUALTY CO. :

v. :

CIVIL ACTION

PATRICK McDERMOTT, d/b/a PATRICK  
McDERMOTT PLASTERING :

NO. 11-5508

**ORDER**

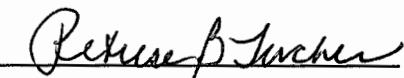
AND NOW, this 14 day of Oct, 2014, upon consideration of Plaintiff State Farm Fire and Casualty Company's Motion for Summary Judgment (Doc. 16), Defendant Patrick McDermott d/b/a Patrick McDermott Plastering's Answer in Response to Plaintiff's Summary Judgment Motion (Doc. 17), Defendant McDermott's Cross-Motion for Summary Judgment (Doc. 18), Defendant McDermott's Memorandum of Law in Support of his Cross-Motion for Summary Judgment (Doc. 19), Plaintiff State Farm's Response in Opposition to Defendant's Cross-Motion for Summary Judgment (Doc. 20), and Defendant McDermott's Reply to Plaintiff's Response in Opposition to Defendant's Cross-Motion for Summary Judgment (Doc. 21), along with the parties' exhibits and filings, Plaintiff's Motion for Summary Judgment is **GRANTED** and Defendant's Cross-Motion for Summary Judgment is **DENIED**.

**IT IS ORDERED** that **JUDGMENT** is entered for Plaintiff State Farm and against Defendant McDermott as follows:

1. State Farm Fire and Casualty Company has no obligation to defend Patrick McDermott d/b/a Patrick McDermott Plastering under the insurance policy agreements made by the parties for the underlying PulteGroup Action.
2. As State Farm Fire and Casualty Company has no obligation to defend Patrick McDermott d/b/a Patrick McDermott Plastering under the insurance policy agreements made by the parties for the underlying PulteGroup Action, State Farm Fire and Casualty Company also has no obligation to indemnify Patrick McDermott d/b/a Patrick McDermott Plastering under the aforementioned policies for the underlying PulteGroup Action.

**IT IS FURTHER ORDERED** that the Clerk of Court shall mark this matter as **CLOSED** for statistical purposes.

BY THE COURT:

  
Hon. Petrese B. Tucker, C.J.